

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM638811

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TECTA AMERICA CORP.		04/09/2021	Corporation: WISCONSIN
TECTA AMERICA OKLAHOMA LLC		04/09/2021	Limited Liability Company: WISCONSIN
F.J.A. CHRISTIANSEN ROOFING CO., INC.		04/09/2021	Corporation: WISCONSIN
TECTA AMERICA DAKOTAS LLC		04/09/2021	Limited Liability Company: NORTH DAKOTA
TECTA AMERICA WEATHERGUARD LLC		04/09/2021	Limited Liability Company: WISCONSIN
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as collateral agent		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Aktiengesellschaft (Ag): SWITZERLAND		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2635876	TECTA AMERICA	
Registration Number:	2640288	TECTACARE	
Registration Number:	3035263	TECTAGREEN	
Registration Number:	3563332	TECTASOLAR	
Registration Number:	2780044	TECTATRACKER	
Registration Number:	2305975	DURASTEEL	
Registration Number:	2267451	WEATHERBOSS CONVERTER	
Registration Number:	2066154	WEATHERBOSS	
Registration Number:	1990536	CONVERTING FLAT ROOFS TO SLOPED	
CORRESPONDENCE DATA			
Fax Number:	2028357586		

CH \$240.00 2635876

TRADEMARK

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-835-7500
Email: dcip@milbank.com
Correspondent Name: Javier J. Ramos
Address Line 1: 1850 K Street, NW, Suite 1100
Address Line 2: Milbank, LLP
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	28302.00005
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	04/13/2021

Total Attachments: 8

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FIRST LIEN TRADEMARK SECURITY AGREEMENT dated as of April 9, 2021 (this “Agreement”), among TECTA AMERICA CORP., a Wisconsin corporation, TECTA AMERICA OKLAHOMA LLC, a Wisconsin limited liability company, F.J.A. CHRISTIANSEN ROOFING CO., INC., a Wisconsin corporation, TECTA AMERICA DAKOTAS LLC, a North Dakota limited liability company, TECTA AMERICA WEATHERGUARD LLC, a Wisconsin limited liability company (each a “Grantor” and collectively, the “Grantors”), and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the First Lien Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among TOP ACQUISITION CORP. 2016, a Delaware corporation (“Holdings”), TECTA AMERICA CORP., a Wisconsin corporation (the “Borrower”), the Lenders party thereto and Credit Suisse, as Administrative Agent and Collateral Agent, and (b) the First Lien Collateral Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the other Grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued and to secure the Secured Obligations. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each of the Grantors hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the United States trademark registrations and trademark applications listed on Schedule I attached hereto (the “Trademark Collateral”). Notwithstanding the foregoing, for clarity, the Trademark Collateral shall not include any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

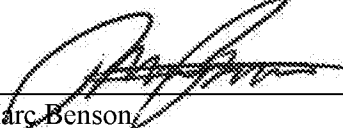
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of

which when taken together shall constitute a single contract. Any signature to this Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Agreement. Each of the parties represents and warrants to the other parties that it has the corporate (or similar) capacity and authority to execute this Agreement through electronic means and there are no restrictions for doing so in that party's constitutive documents.

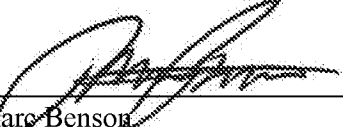
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

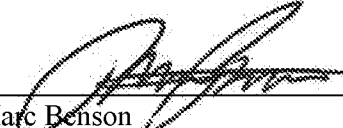
TECTA AMERICA CORP., as Grantor

By: 
Name: Marc Benson
Title: Senior Vice President, Chief Financial Officer
and Secretary

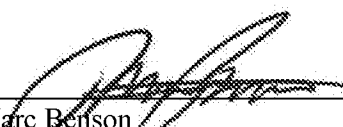
F.J.A. CHRISTIANSEN ROOFING CO., INC., as
Grantor

By: 
Name: Marc Benson
Title: Vice President

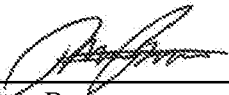
TECTA AMERICA DAKOTAS LLC, as Grantor

By: 
Name: Marc Benson
Title: Assistant Treasurer


TECTA AMERICA WEATHERGUARD LLC, as
Grantor

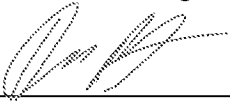
By: 
Name: Marc Benson
Title: Treasurer

TECTA AMERICA OKLAHOMA LLC, as Grantor

By: 
Name: Marc Benson
Title: Assistant Treasurer

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent

By: 
Name: William O'Daly
Title: Authorized Signatory

By: 
Name: D. Andrew Maletta
Title: Authorized Signatory

Schedule I

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR REGISTRATION

Party	Trademark	Registration No.	Registration Date	Goods/Services	Owned or Leased
1. Tecta America Corp.	TECTA AMERICA	2,635,876	Oct. 15, 2002 Renewal - Oct. 15, 2022	Roofing services, namely the installation and maintenance of residential and commercial roofing; construction services, namely construction management (CI 37)	Owned
2. Tecta America Corp.	TECTACARE	2,640,288	Oct. 22, 2002 Renewal - Oct. 22, 2022	Repair and maintenance of roofs including a 24-hour emergency response (CI 37)	Owned
3. Tecta America Corp.	TECTAGREEN	3,035,263	Dec. 27, 2005 Renewal - Dec. 27, 2025	Roofing installation services (CI 37)	Owned
4. Tecta America Corp.	TECTASOLAR	3,563,332	Jan. 20, 2009 Renewal – Jan. 20, 2029	Installation of rooftop solar energy systems comprised of solar thermal installations and heating, cooling and environmental control systems primarily using solar energy (CI 37)	Owned

5.	Tecta America Corp.	TECTATRACKER	2,780,044	Nov. 4, 2003 Renewal - Nov. 4, 2023	On-line asset management service for roofing-related assets, namely, providing facility managers, property managers, and property owners the ability to view key building data, including photographs, roof plans, systems make-up, roof life expectancy, replacement costs, and repair history via a global computer network (CI 36)	Owned
6.	Tecta America Oklahoma LLC	DURASTEEL	2,305,975	Jan. 4, 2000 Not Renewed	Metal roofing panels (CI 6)	Owned
7.	Tecta America Oklahoma LLC	WEATHERBOSS CONVERTER	2,267,451	Aug. 3, 1999 Renewal – Aug. 3, 2029	Building construction, roofing and repair services for changing the shape of existing roofs (CI 37)	Owned
8.	Tecta America Oklahoma LLC	WEATHERBOSS	2,066,154	Jun. 3, 1997 Renewal - Jun. 3, 2027	Metal roofing and wall panels (CI 6)	Owned
9.	Tecta America Oklahoma LLC	CONVERTING FLAT ROOFS TO SLOPED	1,990,536	Jul. 30, 1996 Renewal - J Jul. 30, 2026	Metal roofing and wall panels (CI 6)	Owned
10	F.J.A. Christiansen Roofing Co., Inc.	F.J.A. CHRISTIANSEN	Wisconsin WI	Jun. 13, 2012 Renewal June 19, 2022	Truck and automobile body shop (CI 37)	Owned
11	Tecta America Dakotas LLC	TECTA AMERICA GREENBERG ROOFING	North Dakota ND 31675500	May 22, 2012 Renewal May 22, 2022	Roofing and sheet metal business	Owned

12	Tecta America WeatherGuard LLC	WEATHERGUARD and Design	New York NY S17336	December 19, 2000 Renewal December 19, 2020	Roofing services	Owned
13	F.J.A. CHRISTIANSEN ROOFING CO., INC.	THE BODY SHOP	Wisconsin	June 19, 2002	(Int. Cl. 37) Truck and automobile body shop	

UNREGISTERED TRADEMARKS

1.	Tecta America Corp.	TECTAREPAIR™
2.	Tecta America Corp.	TECTARESPONSE™
3.	Tecta America Corp.	TECTASERVICE™
4.	Tecta America Corp.	TECTAPLAN™
5.	Tecta America Corp.	TECTAGOV™

TRADEMARK LICENSES

None.